

**Request for Proposal for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in
OSWAS Application**

REF NO: OCAC-SEGP-INFRA-0008-2020-21002

CORRIGENDUM

SL#	Clause#	Existing Clause	Revised Clause
1.	8.1. Objective Page#24	<ul style="list-style-type: none"> Microsoft Teams to conduct virtual meetings & webinars. <p>..... Para 2 User shall be able to record all meetings, documents, videos in MS Team if required for future references.</p>	<ul style="list-style-type: none"> Microsoft Teams to conduct virtual meetings & webinars. <p>..... Para 2 Users (E3 License Holders) shall be able to record all meetings, documents, videos in MS Team if required for future references.</p>
2.	8.2.a. Scope of Work Page#24	<p>..... Para 1 a. Supply the following "Microsoft Office 365 Enterprise Licences" along licence:</p> <ul style="list-style-type: none"> Microsoft Office 365 F3 (Qty – 6700) Microsoft Office 365 E3 (Qty – 300) 	<p>..... Para 1 a. Supply the following "Microsoft Office 365 Enterprise Licences" along licence:</p> <ul style="list-style-type: none"> Microsoft Office 365 F3 (Qty – 6700) (The intended users will not have dedicated devices for use of these licenses). Microsoft Office 365 E3 (Qty – 300) <p>The bidder shall also supply following license for the staging environment / for testing:</p> <ul style="list-style-type: none"> Microsoft Office 365 F3 (Qty – 5) Microsoft Office 365 E3 (Qty – 2)
3.	8.2. Scope of Work Page#24	<p>Para 2 (Sl. iv) White-labelling options</p>	<p>Para 2 (Sl. iv) This clause is deleted.</p>
4.	8.2. Scope of Work Page#25	<p>The indicative list of the productivity apps.....</p> <ul style="list-style-type: none"> Microsoft Advanced Threat Analytics (ATA). 	<p>The indicative list of the productivity apps.....</p> <ul style="list-style-type: none"> Advanced Threat Protection "Microsoft 365 ATP P1" add-on license with basic security services for anti-malware, anti-spam, safe links and safe-attachments.
5.	8.2. Scope of Work Page#25	<p>8.2. b. (Sl. iv) The end user shall have the flexibility of typing (within OSWAS) both in "English" & "Odia" and keyboard support should be there.</p>	<p>8.2. b. (Sl. iv) The end user shall have the flexibility of typing (within OSWAS) both in "English" & "Odia". The solution should support additional language input methods supported by Windows. For Languages other than English, phonetic keyboard support should be there.</p>

SL#	Clause#	Existing Clause	Revised Clause
6.	8.2. Scope of Work Page#25	8.2. b. (Sl. v) The Editor shall support the local language applet "Javascript Odia Keypad Library (Swalekh Keypad)". For product information please access the URL:https://reverieinc.com.	8.2. b. (Sl. v) This clause is deleted.
7.	8.2. Scope of Work Page#25	8.2.c. Provide technical support to system integrator of OSWAS for integration of MS Office 365 with "OSWAS application" and "Javascript Odia Keypad Library (Swalekh Keypad)".	8.2.c. Provide technical support to system integrator of OSWAS for implementation of Single Sign On in addition to integration of office 365 with OSWAS.
8.	Clarification relating to track change		<ul style="list-style-type: none"> Offered Storage limitation will be as per policy of Microsoft for E3 & F3 users while using in productivity apps and cloud services. However, the functionality would work as intended within the OSWAS application without any storage limitations by Microsoft.
9.	8.2. Scope of Work Page#26	8.2 Last Para <ul style="list-style-type: none"> The infrastructure specified in the BoM is indicative. The bidder may also propose its "on-premises" and "cloud" solution to achieve the above objective for both DC & BCP site (including infrastructure) in High availability mode with use of minimum infrastructure. The technical and commercial bids may be proposed accordingly. The bidder has to furnish un-priced bill of material in technical bid. 	8.2 Last Para <ul style="list-style-type: none"> The bidder shall provide required server hardware, software and accessories for both DC & BCP site to achieve the above objective. The technical and commercial bids may be proposed accordingly. The bidder has to furnish un-priced bill of material in technical bid.
10.	8.3. Technical & Functional Requirements Page#27	8.3. a. Bullet pt. 5 <ul style="list-style-type: none"> Allow creation of custom buttons and toolbars with plugin-based approach. 	8.3. a. Bullet pt. 5 <ul style="list-style-type: none"> This clause has been deleted.
11.	8.6 SLA Page#28	8.6. Service Level Agreement	8.6. Service Level Agreement (As per the revised clause in the subsequent section)
12.	Clarification relating to License in the name of OCAC		OCAC would sign an Enterprise Agreement (EA) with Microsoft in order to obtain the Licenses with the support services & offers.
13.	6.3 Evaluation of Financial Bid Page#21	6.3. Sl. f) Cost quoted for the price discovery item - Microsoft Azure Platform - will be added in total cost and will be considered during financial bid evaluation.	6.3. Sl. f) Cost quoted for the price discovery items will be added in total cost and will be considered during financial bid evaluation.

SL#	Clause#	Existing Clause	Revised Clause
14.	6.1 Prequalification Criteria (General Bid) Page#19	6.1 PQ Sl. e) (Specific Qualification Criteria) The bidder must have following certifications <ul style="list-style-type: none"> • ISO 9001:2008 • ISO 27000 • ISO 20000 • CMMi Level-3 or above 	6.1 PQ Sl. e) (Specific Qualification Criteria) The bidder must have following certifications <ul style="list-style-type: none"> • ISO 9001:2015 • ISO 27000 • ISO 20000 • CMMi Level-3 or above
15.	8.2. Scope of Work Page#25	8.2. Sl. h) Deploy 2 nos. of manpower for providing support.	8.2. Sl. h) (As per the revised clause in the subsequent section)
16.	8.2. Scope of Work Page#25	8.2. Sl. i) Provide Operation & maintenance services with third party components.	8.2. Sl. i) (As per the revised clause in the subsequent section)
17.	Clarification relating to Helpdesk		OCAC would only provide the sitting space for associates along with internet connectivity. The bidder may provide other relevant infrastructures & necessary software application for operation and management of helpdesk.
18.	8.2. Scope of Work Page#25	8.2. Sl. f) The bidder has to propose infrastructures (Blade Server) compatible with HPE Blade System C7000 Enclosure for DC and rack mount server for BCP.	8.2. Sl. f) The bidder has to propose infrastructures (Blade Server) compatible with HPE Blade System C7000 Enclosure for DC site and rack mount server for BCP site. The minimum specification for the proposed infrastructures (Server) shall be: <ul style="list-style-type: none"> ○ Type: Integrated dual-port 20Gb ○ Network Transfer Rate: 40 Gb/s bi-directional; 80 Gb/s aggregate bi-directional theoretical bandwidth. ○ Core: Intel Xeon 2.0 GHz 16 Cores ○ Ram: 64 GB ○ Storage: 2 Drive (1TB) ○ Model: Gen 10 (or above)

REVISED & NEW CLAUSES

8.2. Sl. h) SoW - Manpower Deployment

- Deploy 2 nos. of manpower for providing support.
 - Helpdesk services should be for the project period.
 - The helpdesk support should be available from 10 AM to 6 PM in all working days of Government of Odisha.
 - Helpdesk shall provide user support services for the following:
 - Operational and technical issues regarding the solution.
 - Technical queries.
 - Other software related issues arising during day to day operations including license management among users as per the orders of OCAC.
 - Any other duty assigned by OCAC.
 - The bidder may provide the necessary software application for operation and management of helpdesk.
 - The minimum qualification of the helpdesk associates should be minimum Graduation with computer skills.
 - The bidders should be responsible for payment to the associate in compliance to the labour laws.

8.2. Sl. i) SoW - O&M

- Provide Operation & maintenance services and support for the solution including all the connected hardware and software components for a period of 3 Years from the date of acceptance / Go-Live including provision of plug-ins/APIs for integration with third party components. An indicative list of activities to be provided is mentioned below:
 - Support & Maintenance to ensure uptime of the solution
 - Trouble Shooting
 - Co-ordination with Network Administration Team
 - Performance tuning
 - Backup and recovery of the Setup as per requirement.
 - Application patches for the plug-ins / APIs as per requirement of Govt. of Odisha from time to time.

8.2. SI m. SoW - Software Enhancement Service

- During the implementation period, there may be changes in business logic of the solution. In such scenarios, the solution, provided by the bidder, would involve necessary modification to accommodate the changes. It may also be required to develop new modules / functionalities beyond the coverage of the Scope mentioned in terms of reference section. In above mentioned scenarios OCAC may direct the bidder to take up such assignments. The bidder is supposed to prepare the detail effort estimation for development and implementation of such assignments and submit the proposal to OCAC for approval.
- Payments to such assignment will be as per the man month rate provided in the Software Enhancement Service of financial bid format and the same would be mutually agreed upon post discussion between the bidder and OCAC. This is not a part of the present scope and payment for such services will be considered when such a requirement arises in the project. The bidder has to quote for 50 man-month rate for this purpose initially, however, and payment will be made as per actual man month consumed.

8.8 ToR - Others

- Time is the essence of the Project and hence the bidder shall at all times maintain sufficient resources, and facilities, to provide the Services in a workman like manner on a timely basis.
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Service provider also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

8.9 ToR- Intellectual Property Rights

- The IPR rights for any bespoke development done during the implementation of the project should lie with OCAC.
- Documentations on the developed/customized Software Application patches for implementation of the solution should be shared with OCAC/Govt. of Orissa after Go-live of the application.
- All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party.

8.4 Timeline, Deliverables & Penalty

Key deliverables for scope of work given above includes the following:

SL#	Activity	Deliverables	Timeline	Penalty for non-performance
a)	Procurement of MS Office 365	<ul style="list-style-type: none"> User License Related Documentations on features, offerings, security policy, uptime etc. Required APIs for integration. Source Code etc. 	T+15 days	1%* per week for two weeks, there after 2%* per week (*Cost quoted at SL#1/2/7/8 of Commercial Bid)
b)	Procurement / Provisioning of IT Infrastructure (Hardware and software)	<ul style="list-style-type: none"> Hardware Compliance sheet as per BoM & Delivery Challan. Warranty Document. 	T+30 days	0.5%* per week for four weeks, there after 1%* per week (*Cost quoted at SL#4 of Commercial Bid)
c)	Setup of environment	<ul style="list-style-type: none"> Installation report for all HW and SW components 	T+45	0.5%* per week for four weeks, there after 1%* per week (*Cost quoted at SL#4 of Commercial Bid)
d)	Integration	<ul style="list-style-type: none"> UAT Go-Live 	T+60	1%* per week for four weeks, there after 2%* per week (*Cost quoted at SL#3 of Commercial Bid)
e)	Operations & Maintenance	All the activities as defined in the Section 8.2 (Terms of Reference) of this RFP	3 Years after Go-Live	As per Clause 8.6
f)	Helpdesk	All the activities as defined in the Section 8.2 (Terms of Reference) of this RFP	3 Years after Go-Live	As per Clause 8.6

- Maximum penalty shall be 10% of the amount due, excluding GST.
- T= PO Date

8.6 Service Level Agreement

a) Monthly Uptime Percentage:

- “Downtime” is defined for all the Microsoft Services except for “OSWAS Infrastructure Services”. Downtime does not include Scheduled Downtime.
- “Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.
- “Scheduled Downtime” means periods of Downtime related to infrastructure or Service maintenance or upgrades. Microsoft / Bidder shall publish notice or notify purchaser at least five (5) days prior to the commencement of such Downtime.
- “Service Level” means the performance metric(s) set forth in this SLA that all parties agree to meet in the delivery of the Services.
- “User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.
- “Service Credit” is in the form of service time (i.e; days). This means an extension of the tenure of subscription rather than reduction in fees or payments. The Applicable “Service Credit” should be credited in favour of OCAC. For more details, please refer to <https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=18679>.

The Monthly Uptime Percentage for Microsoft Service would be calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

b) Monthly Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

c) Manpower SLA:

- The bidder shall ensure deployment of resources on all working days (as per Govt. of Odisha).
- If the resource deployed by the bidder is absent or unavailable for more than 7 working days, the bidder must provide a replacement. No Payment will be given for that period when the manpower is absent (to be calculated on a pro-rata basis).
- The purchaser may deduct the penalty from the PBG submitted, in case there is no payment due to the bidder.

d) Operation & Maintenance SLA

- In the event of delay in execution of work, the Implementation Agency/System Integrator shall be liable to a penalty @0.25% of the value of work order of the respective component, for every week of delay up to a maximum of 10%. For the purpose of this clause, part of a week shall be considered to be a full week. Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason of delay. Decision of Chairman, OCAC in this matter is final.
- The purchaser may deduct the penalty from the PBG submitted, in case there is no payment due to the bidder.

8.7 Payment Terms

8.7.1 Hardware & Related software

- 70% of cost of hardware & licensed software will be paid after delivery and installation.
- 30% of the cost hardware & licensed software will be paid after UAT and successfully running of solution for a period of Two (2) months from the date of movement to production movement.

8.7.2 MS Office 365 License

- Yearly Cost of MS Office 365 license shall be paid after delivery and/or renewal of license.

8.7.3 Helpdesk Manpower Cost

- 100% of the manpower cost would be paid in QGRs.

8.7.4 Integration Cost

- 100% post successful integration of the components.

8.7.5 Operation & Maintenance Cost

- Payment will be made in QGRs.

8.7.6 Others

- Cost would be released subject to deduction of applicable penalty, if any.
- Cost of all other price discovery items would be paid post procurement & commissioning.
- Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.
- All taxes will be paid extra as per the rate prevalent at the time of billing.

9.13 Financial Bid

(In company letterhead)

Put seal and signature in each page of the commercial bid.

RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

OCAC reserves the right to implement the "Solution" with a combination of individual components post price discovery.

Note:

- a. The price quoted should be exclusive of GST. GST will be paid as per the prevailing rate at the time of billing.
- b. The bidder having Lowest quote in Grand total will be awarded the work.**

If any of the components are common, then please specify such components so that any one of the component will be considered during evaluation of commercial bid, provided the quote of both the components should be same.

SL#	Description	Quantity in Nos	Unit Cost in ₹	Total in ₹ Exc. GST	Total in ₹ Inc. GST
1	Microsoft Office 365 E3 License with M365 ATP P1				
1.1	Cost for 1 st Year	300			
1.2	Cost for 2 nd Year	300			
1.3	Cost for 3 rd Year	300			
2	Microsoft Office 365 F3 License with M365 ATP P1				
2.1	Cost for 1 st Year	6700			
2.2	Cost for 2 nd Year	6700			
2.3	Cost for 3 rd Year	6700			
3	Integration cost with OSWAS	One time			
4	Infrastructure Cost				
4.1	Blade Server with "Make & Model"	As per requirement			
4.2	Rack Server with "Make & Model"	As per requirement			
4.3	Any other	As per requirement			
5	Manpower (Helpdesk)				
5.1	Cost for 1 st Year	2			
5.2	Cost for 2 nd Year	2			
5.3	Cost for 3 rd Year	2			
6	Operation & Maintenance				

SL#	Description	Quantity in Nos	Unit Cost in ₹	Total in ₹ Exc. GST	Total in ₹ Inc. GST
6.1	Cost for 1 st Year				
6.2	Cost for 2 nd Year				
6.3	Cost for 3 rd Year				
7	Microsoft Office 365 E3 License with M365 ATP P1 (Staging Environment)				
7.1	Cost for 1 st Year	2			
7.2	Cost for 2 nd Year	2			
7.3	Cost for 3 rd Year	2			
8	Microsoft Office 365 F3 License with M365 ATP P1 (Staging Environment)				
8.1	Cost for 1 st Year	3			
8.2	Cost for 2 nd Year	3			
8.3	Cost for 3 rd Year	3			
9	Any other charges if any (Quote Component wise)				
10	Software Enhancement Service	50 Man Month	1 Man Month		
Grand Total					

Note:

- The bidder having Lowest quote in Grand total will be awarded the work.
- The no. of users licenses to be procured may increase / decrease during the project period. Payment will be released based on actual no. of users licenses procured.
- The unit rate discovered here is applicable for additional requirement of resources / licenses / services / infrastructures.
- The cost of price discovery item will be paid as per the actual.

10. Draft MSA

Master Service Agreement for “Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application”

This agreement is made on ___/___/___ between Odisha Computer Application Centre (OCAC), the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot-N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called “**Purchaser**” or “**OCAC**”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s xxxxxx, a company registered under the Provisions of Act,1956 is having its registered office at xxxxxx, India (hereinafter called “**Service Provider**”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application, vide RFP Reference No. OCAC-SEGP-INFRA-0008-2020/ENQ/21002. Based on the tender evaluation, M/s xxxxxx has been selected as “**Service Provider**”.

And in "pursuance of above facts the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) RFP floated by OCAC Reference No. OCAC-SEGP-INFRA-0008-2020/ENQ/21002, Technical bid and Commercial furnished by Service Provider with respect to RFP
 - b) The General Conditions (GC) of Contract

- c) The Special Conditions (SC) of Contract
- d) Following Appendix to GC and SC:
 - i) Appendix-A: Scope of Work
 - ii) Appendix-C: Cost of Service
 - iii) Appendix-D: Infra Specification
- e) The mutual rights and obligations of the Purchaser and the Service Provider shall carry out the Services in accordance with the provisions of the Contract;

Detailed Provisions of the agreement are followed in next sections

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

On behalf of Purchaser

On behalf of Service Provider

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness -1

Witness -1

Name & Address:

Name & Address:

Witness -2

Witness -2

Name & Address:

Name & Address:

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in India and in the State of Odisha.
- b) “Bidder” means the entity bidding for the services under the Contract.
- c) “Service Provider” means M/s xxxxxx, whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- d) “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- e) “Deliverables” means the services agreed to be delivered by Service Provider in pursuance of the agreement as defined more elaborately in the RFP;
- f) “Effective Date” means the date on which this Contract comes into force i.e. Date of issuance of **LoI (xxxxxx)**.
- g) “Day” means a Govt. of Odisha working day.
- h) “GC” mean these General Conditions of Contract.
- i) “Government” means the Government of Odisha
- j) “In writing” means communicated in written form with proof of receipt.
- k) “Intellectual Property Rights” means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- l) “Member” means any of the entities that make up the joint venture / consortium / association, and “Members” means all these entities.
- m) “Man-Month” means one resource working for 1 month (Calendar working days as per Govt. of Odisha).
- n) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.
- o) “Personnel” means persons hired or appointed by the Service Provider and assigned to the performance of the Services or any part thereof

- p) "Purchaser" means Odisha Computer Application Centre (OCAC), Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- q) "Resident" means normal resident of Odisha
- r) "RFP" means Request for Proposal (RFP) for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application, vide RFP Reference No. OCAC-SEGP-INFRA-0008-2020/ENQ/21002.
- s) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix-A hereto.
- u) The "Selected Agency" means Agency which is selected through the tender process i.e. Service Provider.
- v) The "System Integrator (SI)" means Service Provider engaged for setting up the Contact Centre.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- a) References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) Use of any gender includes the other genders;
- c) A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- d) Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- e) References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- f) References to times are to Indian Standard Time;
- g) A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- h) All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

1.4. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and in the State of Odisha.

1.5. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.6. Notices

- a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- c) A notice shall be effective from the date when Notice in writing is delivered or tendered or affixed at a conspicuous place whichever is earlier.
- d) Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Service Provider may be taken or executed by the officials specified in the SC.

1.7. Fraud and Corruption

a) Definition

It is the Purchaser's policy to require that the Purchaser as well as Service Provider observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser: Defines, for the purpose of this provision, the terms set forth below as follows:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence the execution of contract with the Purchaser; and that misleads, or attempts to mislead the Purchaser to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practices" means a scheme or arrangement designed to achieve an improper purpose, including to influence improperly the actions of the Purchaser;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence improperly to affect the execution of a contract;

- v. “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
- b) Measures to be taken by the Purchaser
 - i. The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
 - ii. The Purchaser may also sanction the Service Provider, including declaring ineligible, either indefinitely or for a stated period of time (as decided by purchaser), to be awarded a contract if at any time, it is proven that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in executing, a Purchaser-financed contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1. Term of Contract

The term under this Contract will be for a period of xxxxxx which shall start from effective date of **letter of intent (LoI)/Purchase Order i.e. xxxxxx.**

2.2. Extension of Contract

- a) If required by the Purchaser, an extension of the term can be granted to the Service Provider. The final decision will be taken by the Purchaser.
- b) The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Service Provider, at least one month before the expiration of the term hereof, whether it will grant the Service Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser’s discretion.
- c) Where the Purchaser is of the view that no further extension of the term be granted to the Service Provider, the Purchaser shall notify the Service Provider of its decision at least one month prior to the expiry of the Term. Upon receipt of such notice, the Service Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

2.3. Termination of Contract

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of the Service provider or due to conditions of breach happening due to reasons solely and entirely attributable to Service Provider, provided prior thirty days’ written notice to rectify the same is given by the OCAC and failure by Service provider to rectify in the notice period.

- c) Termination by Service Provider - The Service Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC. Such notice to be given after the occurrence of any of the following events:
- i. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 4 (Settlement of disputes) hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
 - ii. If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 4 hereof
 - iii. If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.
 - iv. OCAC failure to give acceptance of deliverables in mutually agreed time schedules

2.4. Effects of Termination

- a) In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to Service Provider will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The Service Provider shall agree to extend full cooperation in supporting the transition process.

2.5. Binding Clause

All decisions taken by the Purchaser regarding the processing of the Contract shall be final and binding on all parties concerned.

2.6. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.7. Force Majeure

"Force Majeure" means an event beyond the control of the Service Provider and not involving its fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which prevents or delays the execution of the order by the Service Provider.

If such a situation arises, the Service Provider shall promptly notify Purchaser in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Purchaser reserve the right to cancel the contract without any obligation to compensate the Service Provider in any manner for what so ever reason.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. Scope of Work and Deliverables

Scope of work and Timeline are as per **Appendix-A – SoW**.

3.2. Norms Governing Service Delivery

- a) Provide necessary performance guarantees;
- b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- c) Service Provider shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune to the requirements;
- d) Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- e) The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the Service Provider.

3.3. Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

3.4. Conflicts of Interest

- a) The Service Provider will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Service Provider or its personnel, till the duration

of their Contract with the Purchaser in the department in which the Service Provider is providing its services under this Contract.

- b) The Service Provider would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Service Provider or its personnel, till the duration of their Contract with the Purchaser.
- c) The Service Provider, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project.
- d) Similarly, the Service Provider selected as the consultant shall not be allowed to work as Service Provider and vice-versa in the same project.

3.5. General Confidentiality

The Service Provider shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to data captured in the system, wherever applicable.

Except with the prior written consent of the Purchaser or its client department/organisation, the Service Provider and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6. Intellectual Property Rights (IPR)

- The IPR rights for any bespoke development done during the implementation of the project should lie with OCAC.
- Documentations on the developed/customized Software Application patches for implementation of the solution should be shared with OCAC/Govt. of Orissa after Go-live of the application.
- All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party.

3.7. Assignment

The Service Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

3.8. Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India and State of Odisha. All disputes arising out of or in relation to the contract, shall be subject to the exclusive jurisdiction of the Courts of Bhubaneswar, Odisha.

3.9. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.10. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. But no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 4 hereof.

3.11. Statutory Audit

- a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The Service Provider should help OCAC during preparation of compliances of audit without any additional cost.
- b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
- c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

3.12. Exit Management

- a. The service provider shall submit systematic Exit Plan 6 months prior to the end of the contract.
- b. The exit management plan should be discussed with OCAC and finalized prior to its execution.
- c. In case of termination, the Exit plan will be executed within the minimum period to transfer the knowledge till the next successor has been selected to operate the Contact Centre without affecting its services.
- d. Service provider needs to submit the following deliverables as part of the exit management.
 - Exit Management Plan
 - Updated SRS & User Manual

4. SETTLEMENT OF DISPUTES

- a) The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Service Provider are unable to resolve amicably a Contract dispute, the dispute shall be referred to the Chief Executive Officer, OCAC for resolution and the parties shall abide by the decisions thereon.
- c) If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC is unable to resolve amicably a Contract dispute between the Purchaser and the Service Provider, the dispute shall be referred to the Secretary, E&IT Department, Govt. of Odisha for his decision and the same shall be binding on all parties.
- d) Any dispute or difference whatsoever arising between the parties (Purchaser and Service Provider) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein.
- e) Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under and any statutory modification or re-enactment thereof.
- f) The arbitration proceedings shall be held at Bhubaneswar, Odisha and the language of the arbitration shall be English.

5. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS

- a) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall be aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).

6. LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected Service Provider to pay liquidated damages to the Purchaser; and
- b) Maximum liability of the Service Provider for this project will be limited to the total value of the contract or the amount actually paid to the Service Provider, whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

7. INDEMNITY

- a) The Service Provider shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind, howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - i. Any negligence or wrongful act or omission by the Service Provider or any third party associated with Service Provider in connection with or incidental to this Contract or;
 - ii. Any breach of any of the terms of this Contract by the Service Provider, the Service Provider's Team or any third party
 - iii. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- b) The Service Provider shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses
- c) All indemnification obligations shall be subject to the Limitation of Liability clause.

8. CHANGE REQUEST MANAGEMENT

Any requirement beyond the scope mentioned in this agreement/ the RFP for this project will be treated as Change Request and the process to address the change request is as follows:

- a) Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- b) Effort Estimate – OCAC will ask the Service Provider to submit the effort estimate in terms of man month rate using Function Point Analysis.
- c) Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the Service Provider on the impact of the change on schedule.
- d) Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.
- e) The costing of change request shall be finalised as per cost mentioned in financial bid format- Software Enhancement Service.

9. ACTION AND COMPENSATION IN CASE OF DEFAULT

- a) Conditions for default:
 - i. The deliverables at any stage of the project as developed/ implemented by the Service Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.

- ii. The deliverables at any stage of the project as developed/ implemented by the Service Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
 - iii. The documentation is not complete and exhaustive.
 - iv. There is a change in resource before the completion of a pre-defined period.
- b) The Purchaser may impose penalties on the Service Provider providing the Services as per the Service Levels defined under this Contract.

10. PERFORMANCE REQUIREMENTS- SERVICE LEVEL AND PENALTY (SLA)

The Service provider shall agree to the following service level agreement (SLA) parameters while providing Contact Centre services to OCAC. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and/or liquidation damage clauses on non-adherence to any of them. Service Provider has to provide the SLA tool which will facilitate generating the SLA reports.

The SLA parameters are divided into 2 (two) types: -

10.1. During implementation

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP/PO/Agreement, penalties shall be imposed as mentioned below:

- a) In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Service Provider shall be liable to a penalty @0.25% of the value of work order for the respective component/item, for delay of each week or part thereof, up to a maximum of 10%, after which OCAC shall be at liberty to take action against the Service Provider as deemed proper (such as cancellation of order, increase of penalty percentage etc.)
- b) Penalty will not be applicable, if the delay is not attributable to the Service Provider. However, in such cases, the Service Provider has to communicate in writing the reason of delay. The decision of the Chairman, OCAC in this regard shall be final.

10.2. Post Implementation

As mentioned at Clause 8.6 of RFP & its subsequent amendments.

10.3. Reporting Procedures of SLA

The service provider's representative will prepare and distribute Service level performance reports in a mutually agreed format by the 10th working day of the completion of each month. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to Purchaser management personnel as directed by Purchaser.

11. PAYMENT TERM & DELIVERABLES

11.1. Payment terms

As mentioned at Clause 8.7 of RFP & its subsequent amendments.

11.2. Penalties

Maximum Penalty applicable for any quarter should not exceed 10% of the 'applicable fees' Clause 8.7 & its subsequent amendments. In case the calculated uncapped penalty is more than 20% for two consecutive payments, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the service provider.

11.3. Warranty

Warranty and support of all hardware components & software supplied under this Project shall be for a period of Three (3) Years with labour & spares from the date of delivery and verification. All the hardware and support shall be procured in the name of OCAC and ownership shall be vested with OCAC upon delivery and installation.

12. MISCELLANEOUS PROVISIONS

- a) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- b) The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.
- c) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.
- d) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any wilful action or gross negligence by or on behalf of the Service Provider.
- e) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
- f) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g) All materials provided to the Purchaser by Service Provider are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.
- h) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser

- i) The Service Provider shall not assign/outsources/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

13. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

a) The addresses are

For the Purchaser	For the Service Provider
Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in	

b) The Authorized Representatives are

For the Purchaser	For the Service Provider
General Manager (Admn.) Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot-N-1/7-D, Po-RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha, India	

c) Contract Schedule

The Service Provider	M/s xxxxxx
The effective date of the Contract	xxxxxx
Contract period	xxxxxx from the effective date of contract

d) Cost of Services

The cost of service is described at **Appendix-C**– Cost of Service

e) Bank Account Details

All payment under this contract shall be made by Electronic Transfer to the account of the Service Provider with (Bank & Account No.):

Bank	
Branch	
IFS Code	
Account Number	

Payment will be made by the purchaser to the Service Provider as per the contract value agreed in the contract. All taxes would be paid on actuals as per applicable laws.

f) Applicability of Tender Terms and Conditions

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: OCAC-SEGP-INFRA-0008-2020/ENQ/21002), Purchase Order, Technical & Commercial bid submitted by Service Provider. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

Binding signature of Purchaser

Binding signature of Service Provider

Signed By: _____

Signed By: _____

In the presence of (Witnesses)

(1).....

(1).....

(2).....

(2).....

14. Appendix-A [SCOPE OF WORK]

14.1. SOW

As mentioned at Clause 8 of RFP & its subsequent amendments.

(The detail scope of work should be as per Section 8.2 / 8.3 of RFP Ref No. OCAC-SEGP-INFRA-0008-2020/ENQ/21002 and subsequent corrigendum / addendum issued)

14.2. Timeline

As mentioned at Clause 8.4 of RFP & its subsequent amendments.

15. Appendix-B [Cost of Service]

In consideration of the services provided by “Service Provider” to OCAC under this Agreement, OCAC shall make payments to “Service Provider” as per the following:

As per price discovered in Clause 9.13 of RFP.

16. Annexure-D

[Contact Centre Infra]

(The detail specification is as per RFP Ref No. OCAC-SEGP-INFRA-0008-2020/ENQ/21002 and subsequent corrigendum / addendum)

Other terms and conditions of the RFP remains same.